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7 **UNITED STATES DISTRICT COURT**  
8 **DISTRICT OF ARIZONA**

9 Joel Lopez Caldera,  
10 Plaintiff,  
11 vs.  
12 Maxum Motors Limited, an Arizona  
corporation,  
13 Defendant.

Case No. \_\_\_\_\_

**COMPLAINT**

(Demand for Jury Trial)

15 **PRELIMINARY STATEMENT**

16 1. Defendant used car dealer sold Plaintiff a 2013 Lexus GS 350 that purportedly had  
17 only 93,251 miles for \$21,266.62. After taking delivery of the vehicle, Plaintiff  
18 learned the odometer had been rolled back and the vehicle actually had more than  
19 183,422 miles. Defendant apparently rolled back the odometer and lied about the  
20 mileage. Plaintiff brings this suit for Defendant's violations of the Motor Vehicle  
21 Information and Cost Savings Act (49 U.S.C. § 32701 *et seq.*).

22 **JURISDICTION**

23 2. This Court has jurisdiction under the Motor Vehicle Information and Cost Savings  
24 Act contained at 49 U.S.C. § 32701 *et seq.*

25 **PARTIES**

26 3. Plaintiff Joel Lopez Caldera ("Joel") is a resident of Maricopa County, Arizona.  
27 4. Joel is a "transferee" as defined by 49 C.F.R. § 580.3.

1 5. Defendant Maxum Motors Limited (“Maxum Motors”) is a domestic for-profit  
2 corporation licensed to do business in the state of Arizona.

3 6. Maxum Motors is a used motor vehicle dealer with its primary place of business  
4 located at 1461 North Arizona Avenue, Chandler, Arizona 85225.

5 7. Maxum Motors is a “transferor” as defined by 49 C.F.R. § 580.3.

6 8. Maxum Motors is a “dealer” as defined by 49 U.S.C. § 32702(2).

7 **FACTS**

8 9. On November 6, 2021, Joel purchased and took delivery of a 2013 Lexus GS 350  
(VIN: JTHBE1BL9D5007074) (“the Lexus”) from Maxum Motors.

10 10. Joel purchased the Lexus for personal, family, or household use.

11 11. The purchase of the Lexus was memorialized by a Retail Installment Sale Contract  
(“RISC”). **Exhibit A.**

12 12. The RISC reported the mileage on the Lexus as 93,251.

13 13. Similarly, the Bill of Sale reported the mileage on the Lexus as 93,251. **Exhibit B.**

14 14. On or about November 17, 2021, Joel observed that the odometer was not  
15 functioning.

16 15. Joel contacted Maxum Motors regarding the nonfunctioning odometer.

17 16. Maxum Motors offered to repair the odometer if Joel returned the Lexus to their  
18 dealership.

19 17. Concerned that someone may have tampered with the odometer prior to his purchase  
20 of the Lexus, Joel decided to research the vehicle history.

21 18. The history report from BADVIN.org showed the last reported mileage before the  
22 Lexus was sold to Joel was 183,422. **Exhibit C.**

23 19. The Arizona Motor Vehicle Division title history showed a Certificate of Title for the  
24 Lexus was issued to Earnhardt Scottsdale Lexus on May 27, 2021. **Exhibit D.**

25 20. The odometer reading printed on the title is 182,750.

26 21. On June 3, 2021, Earnhardt Scottsdale Lexus (“Earnhardt”) transferred its ownership  
27 of the Lexus to Supreme Motors, LLC.

- 1 22. The odometer reading disclosure by Earnhardt appears to have been later altered
- 2 (laughably badly) with a thick ink pen overwriting the original disclosure of 182,750
- 3 to 82,750.
- 4 23. On July 20, 2021, Supreme Motors, LLC transferred its ownership of the Lexus to
- 5 Maxum Motors.
- 6 24. The odometer reading disclosure by Supreme Motors, LLC again appears to have
- 7 been later altered (laughably badly) with a thick ink pen overwriting the original
- 8 disclosure of 182,750 to 82,750, this time leaving the obvious remnants of “18”
- 9 overwritten by “8.”
- 10 25. On November 6, 2021, Maxum Motors sold the Lexus to Joel, opting to disclose
- 11 mileage of 93,251 on Secure Odometer Disclosure form rather than the title.

**Exhibit E.**

- 13 26. The above alterations on the backside of the title were made by Maxum Motors or
- 14 someone acting on its behalf.
- 15 27. The odometer was rolled back by Maxum Motors or someone acting on its behalf.
- 16 28. Maxum Motors intentionally did not use the title to hide the fact that the front side of
- 17 the title showed 182,750 and the mileage disclosures on the backside had been badly
- 18 altered.
- 19 29. Sadly, Desert Title MVS, LLC, an authorized third party MVD service provider,
- 20 accepted the obviously altered title and issued a new title showing 93,251 actual miles
- 21 for the Lexus.
- 22 30. The actual fair market value of the Lexus, with at least 182,750 miles and with an
- 23 odometer that fails to show actual mileage, as of November 6, 2021, was \$10,260.00.

**Exhibit F.**

- 25 31. Therefore, Joel suffered \$11,006.62 in actual damages.

# CAUSE OF ACTION I

## (VIOLATION OF FEDERAL ODOMETER ACT)

32. Maxum Motors violated the federal Odometer Act by failing to make appropriate disclosures and by giving false statements in transferring ownership of the Lexus to Joel in violation of 49 U.S.C. § 32705(a)(1).
33. Maxum Motors violated the federal Odometer Act with intent to defraud.
34. As a result of Maxum Motors' violation of the federal Odometer Act, Joel suffered \$11,006.62 in actual damages or in an amount to be determined by this Court.
35. Maxum Motors is therefore liable to Joel for \$33,019.86 (equal to three times his actual damages in the amount of \$11,006.62) or \$10,000.00, whichever is greater, plus reasonable attorneys' fees and costs. 49 U.S.C. § 32710.

## DEMAND FOR JURY TRIAL

36. Joel demands a trial by jury on all issues so triable.

## PRAYER FOR RELIEF

WHEREFORE, Joel prays that this Court enter judgment in his favor and against Defendant awarding him:

- (a) Three times his actual damages of \$11,006.62 or \$33,019.86;
- (b) Punitive damages;
- (c) Attorneys' fees and costs;
- (d) Pre-judgment and post-judgment interest at the legal rate; and
- (e) Such other relief as the court deems just and proper.

RESPECTFULLY SUBMITTED on February 10, 2022.

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